

2005 - 2007

AGREEMENT

BETWEEN

THE CITY OF SAINT PAUL

AND

LOCAL UNION 2508

DISTRICT COUNCIL 14

**OF THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

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PREAMBLE

This agreement entered into by the City of Saint Paul, hereinafter referred to as the Employer, and Local Union 2508 affiliated with Council 14 and the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 - RECOGNITION

- 1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees as outlined in the certification by the State of Minnesota, Bureau of Mediation Services, dated July 12, 1973, in Case No. 74-PR-61-A and as amended as set forth in Section 1.2 below.
- 1.2 The bargaining unit covered by this agreement shall consist of the following:
All office, clerical, and administrative personnel who are employed by the City of Saint Paul or who have their "terms and conditions of employment" established by the governing body of the City of Saint Paul, and whose employment service exceeds the lesser of 14 hours per week or 35 percent of the normal work week and more than 67 work days per year, in the classifications of:

Accounting Clerk I	Library Clerk I
Accounting Clerk II	Library Clerk II
Animal Control Officer	Library Clerk III
Building Permit Clerk	Library Clerk IV
Cashier	License Clerk
Chief Meter Reader	LIEP Procedures Coordinator
Clerical Trainee	Maintenance Trainee
Clerk I	Management Trainee
Clerk II	Meter Reader
Clerk III	Park Concession Supervisor
Clerk IV	Parking Enforcement Officer
Clerk-Stenographer I	Parking Enforcement Officer -- Police
Clerk-Stenographer II	Parking Meter Collector I
Clerk-Stenographer III	Parking Meter Collector II
Clerk-Typist I	Payroll Clerk
Clerk-Typist II	Payroll System Supervisor
Clerk-Typist II (bilingual)	Procurement Specialist
Clerk-Typist III	Procurement Specialist Trainee
Conservatory Attendant	Property Clerk
Coordinator of Admin Support	Refectory Attendant
Counselor Aide Trainee	Refectory Supervisor
Customer Service Representative	Secretary
Customer Service Senior Representative	Secretary (Stenographer)
Data Entry Operator I	Senior Animal Control Officer
Data Entry Operator II	Service Worker II
Duplicating Equipment Operator	Storekeeper
Duplicating Equipment Operator Trainee	Storeroom Assistant
Duplicating Equipment Operator Supvr.	Storeroom Supervisor
Employment Testing Coordinator	Stores Clerk
Golf Program Outreach Coordinator	Swimming Pool Supervisor -- Oxford Pool
Human Resources Records Clerk	Technical Trainee
IS Systems Support Specialist I	Trainee (Storehouse)
IS Systems Support Specialist II	Treasury Clerk
Laboratory Helper	Vehicle Maintenance Clerk
Legal Secretary	Zoo Keeper

ARTICLE 1 – RECOGNITION(Continued)

- 1.3 Any present or future employee who is not a Union member shall be required to contribute a fair share fee for services rendered by the Union, and upon notification by the Union, the Employer shall check off said fee from the earnings of the employee and transmit the same to the Union. In no instance shall the required contribution exceed a pro rata share of the specific expenses incurred for services rendered by the representative in relationship to negotiations and administration of grievance procedures. This provision shall remain operative only so long as specifically provided by Minnesota law, and as otherwise legal.
- 1.4 The Union agrees to indemnify and hold harmless the Employer against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of Section 1.3 of this Article.

ARTICLE 2 - CHECK OFF

- 2.1 The Employer agrees to deduct the Union membership initiation fee assessments and once each month dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by a representative of the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to the representative by the first of the succeeding month after such deductions are made or as soon thereafter as is possible.
- 2.2 The Union agrees to indemnify and hold harmless the Employer against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 3 - HOURS OF WORK

- 3.1 The normal work day shall be seven and three-fourths ($7\frac{3}{4}$) consecutive hours per day, excluding a forty-five (45) minute lunch period, 15 (fifteen) minutes of which shall be paid.
- 3.2 The normal work week shall be five (5) consecutive normal work days in any seven (7) day period.
- 3.3 For employees on a shift basis, this shall be construed to mean an average of thirty-eight and three-fourths ($38\frac{3}{4}$) hours per week.
- 3.4 This section shall not be construed as, and is not a guarantee of, any hours of work per normal work day or per normal work week.
- 3.5 Time on the payroll in excess of the normal hours set forth above in this Article shall be "overtime work" and shall be done only by order of the Head of the Department.
- 3.6 All employees in this bargaining unit shall be recompensed for work done in excess of the normal hours established above in this Article by being granted compensatory time on a time and one-half basis or by being paid on a time and one-half basis for such overtime work. The overtime rate of one and one-half shall be computed on the basis of 1/80th of the biweekly rate.

ARTICLE 3 - HOURS OF WORK (Continued)

- 3.7 Normal work schedules showing the employee's shifts, work days and hours shall be posted on all department bulletin boards at all times. It is also understood that deviation from posted work schedules shall be permissible due to emergencies and acts of God, and overtime may be required.
- 3.8 Notwithstanding Sections 3.1 through 3.6, employees may, through mutual agreement with the Employer, work schedules other than schedules limited by the normal work day and work week as set forth in Sections 3.1, 3.2 and 3.3. Overtime compensation for employees working under such agreements shall be subject to the provisions of the Fair Labor Standards Act.
- 3.9 For employees who wish to share a position, the Employer will attempt to provide options for implementing a sharing arrangement. Such an arrangement must be mutually agreed upon by the Employer and the employees involved. Vacation, holiday and sick leave benefits for employees who share a position shall be pro-rated based upon the percent of hours worked. Health insurance benefits shall be administered in accordance with the provisions of Article 10 of this agreement. In the event that one of the employees participating in the shared position is terminated or terminates employment, the Employer shall post the job sharing vacancy for a period of ten (10) days. If at the end of ten (10) days such vacancy cannot be filled, the Employer shall have the option of increasing the remaining employee's work hours.
- 3.10 Sections 3.8 and 3.9 shall not be subject to the provisions of Article 6 of this agreement.
- 3.11 At least fourteen (14) calendar days prior to changing the normal work day or the normal work week, the Employer and Union shall meet and confer regarding the need for the proposed change and the possibility of other alternatives. It is also understood that deviation from such notice shall be permissible due to emergencies and acts of God. Notice is not needed for temporary changes of less than one week.
- 3.12 When there is a need to assign additional daytime, evening or weekend hours, the employer shall first request volunteers from among employees. Volunteers must be able to perform the job duties of the position.
- 3.13 **Night Differential:** To any employee who works on a shift beginning earlier than 6:00 a.m. or ending later than 6:00 p.m., provided at least four hours of the shift are worked between the hours of 6:00 p.m. and 6:00 a.m., there shall be a night differential of five percent (5 %) for the entire shift.

To any employee who works on a shift beginning earlier than 6:00 a.m. or ending later than 6:00 p.m., but less than four hours of the shift are worked between the hours of 6:00 p.m. and 6:00 a.m., there shall be a night differential of five percent (5 %) for the hours worked between 6:00 p.m. and 6:00 a.m.

Library Employee Night Differential: To any employee who works on a shift beginning earlier than 6:00 a.m. or ending later than 6:00p.m., provided at least four hours of the shift are worked between the hours of 6:00 p.m. and 6:00 a.m., there shall be a night differential of four percent (4 %) for the entire shift.

ARTICLE 3 - HOURS OF WORK (Continued)

To any employee who works on a shift beginning earlier than 6:00 a.m. or ending later than 6:00 p.m., but less than four hours of the shift are worked between the hours of 6:00 p.m. and 6:00 a.m., there shall be a night differential of four percent (4 %) for the hours worked between 6:00 p.m. and 6:00 a.m.

To any Library employee who works hours on Sunday there shall be a differential of 4% for all hours worked.

- 3.14 Employees required, as part of their normal job duties, to work a snow emergency shall receive premium pay at fifty percent (50%) for the second standard hour shift for all continuous hours worked during the snow emergency.

ARTICLE 4 - WORK BREAKS

- 4.1 **Rest Periods** - All employees work schedules shall provide for a fifteen minute rest period during each one-half shift. The rest period shall be scheduled by management at approximately the middle of each one-half shift whenever this is feasible.
- 4.2 If an employee is scheduled to work a full half shift beyond his/her regular quitting time, he/she shall be entitled to the rest period that occurs during said half shift.

ARTICLE 5 - HOLIDAYS

- 5.1 **Holidays recognized and observed** - The following days shall be recognized and observed as paid holidays:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Day After Thanksgiving*
- Christmas Day
- Two floating holidays**

Eligible employees shall receive pay for each of the holidays listed above on which they perform no work. Whenever any of the holidays listed above falls on a Saturday, the holiday shall be observed on the preceding Friday. Whenever any of the holidays listed above falls on a Sunday, the holiday shall be observed on the succeeding Monday. For employees assigned to a work week other than Monday through Friday, the holiday shall be observed on the calendar date of the holiday.

**Effective 1/1/06 floating holidays shall be included in the vacation accrual schedule.

ARTICLE 5 - HOLIDAYS (Continued)

- 5.2 The floating holidays set forth in Section 5.1 above may be taken at any time during the contract year, subject to the approval of the Department Head of any employee.
- 5.3 **Eligibility Requirements** - In order to be eligible for a holiday with pay, an employee must be employed as of the date of the holiday and have paid hours on the payroll for that pay period. The amount of holiday time earned shall be based upon the number of non-holiday hours paid during that pay period (see proration charts in Salary Plan and Rates of Compensation). Paid hours include hours actually worked, vacation time, compensatory time, paid leave and sick leave. In neither case shall the holiday be counted as a working day for the purposes of this section. It is further understood that neither temporary, emergency nor other employees not heretofore eligible shall receive holiday pay.
- 5.4 Notwithstanding Section 5.3, a temporary employee shall be eligible for holiday pay only after such employee has been employed as a temporary employee for sixty-seven (67) calendar days. No temporary employee shall be eligible for any floating holidays. (Note: Effective 1/1/06 floating holidays are moved into the vacation schedule).
- 5.5 *For all employees assigned to the Library, the Day After Thanksgiving shall be considered a normal work day and Christmas Eve shall be recognized and observed as a paid minor holiday. This language regarding the Library shall not be effective until and unless the other relevant collective bargaining agreements (PEA, SPSO, AFSCME 1842) negotiate corresponding language.

ARTICLE 6 - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 6.1 The Employer shall recognize stewards selected in accordance with Union rules and regulations as the grievance representatives of the bargaining unit. The Union shall notify the Employer in writing of the names of the stewards and of their successors when so named.
- 6.2 It is recognized and accepted by the Employer and the Union that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during working hours only when consistent with such employees' duties and responsibilities. The steward involved and a grieving employee shall suffer no loss in pay when a grievance is processed during working hours, provided the steward and the employee have notified and received the approval of their supervisor to be absent to process a grievance and that such absence would not be detrimental to the work programs of the Employer.
- 6.3 The procedure established by this Article shall be the sole and exclusive procedure for the processing of grievances, which are defined as an alleged violation of the terms and conditions of this agreement. However, this Article does not abridge grievance rights possessed by eligible Veteran's under applicable Veterans' statutes.

ARTICLE 6 - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE (Continued)

6.4 Grievances shall be resolved in conformance with the following procedure:

6.4 (1) The following Step 1 language shall be in effect from January 1, 2006 through December 31, 2007. At that time, the Step 1 language will revert to its previous form.

STEP 1: Upon the occurrence of an alleged violation of this agreement, the Employee or Union designee will have fourteen (14) work days to reduce the alleged violation to writing and request a first step meeting with the Employee's supervisor or other Employer designated representative. Any alleged violation not referred to Step 1 within fourteen (14) work days after the occurrence of the alleged violation shall be considered waived.

The supervisor shall then have seven (7) work days to resolve the grievance. If the grievance is not resolved to the Union's satisfaction within seven (7) work days after the supervisor's response is due, it may be referred to Step 2. Any grievance not referred to Step 2 within seven (7) work days after the supervisor's response is due, shall be considered waived.

The language of step one below is suspended from January 1, 2006 until January 1, 2008:

Step 1 - *Upon the occurrence of an alleged violation of this agreement, the employee involved (with or without the steward) shall attempt to resolve the matter on an informal basis with the employee's supervisor. If the matter is not resolved to the employee's satisfaction by the informal discussion, it may be reduced to writing and referred to Step 2 by the Union. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the alleged section(s) of the agreement violated, and relief requested. Any alleged violation of the agreement not reduced to writing by the Union within fourteen (14) work days of the first occurrence of the event giving rise to the grievance shall be considered waived.*

Step 2 - Within seven (7) work days after receiving the written grievance, a designated Employer supervisor shall meet with the Union Steward and attempt to resolve the grievance. If as a result of this meeting the grievance remains unresolved, the Employer shall reply in writing to the Union within seven (7) work days following this meeting. The Union may refer the grievance in writing to Step 3 within seven (7) work days following receipt of the Employer's written answer.

Any grievance not referred in writing by the Union within seven (7) work days following receipt of the Employer's answer shall be considered waived.

Step 3 - Within seven (7) work days following receipt of a grievance referred from Step 2, a designated Employer supervisor shall meet with the Union Business Manager or his/her designated representative, the Employee and the Steward and attempt to resolve the grievance. Within seven (7) work days following this meeting, the Employer shall reply in writing to the Union stating the Employer's answer concerning the grievance. If as a result of the written response the grievance remains unresolved, the Union may refer the grievance to Step 4. Any grievance not referred in writing by the Union to Step 4 within seven (7) work days following receipt of the Employer's answer shall be considered waived.

Step 4 - If the grievance remains unresolved, the Union may within seven (7) work days after the response of the Employer in Step 3, by written notice to the Employer, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected from a permanent panel of five (5) arbitrators. Arbitrators shall be selected by lot within twenty (20) work days after notice has been given.

ARTICLE 6 - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE (Continued)

In the event the Employer and the Union cannot mutually agree to five (5) arbitrators for the permanent panel, the parties will petition the Director of the Bureau of Mediation Services for a list of ten (10) arbitrators for each panel member for which the parties did not mutually agree. The parties shall alternately strike names from such list(s), the Employer striking first, until one (1) name remains. Vacancies occurring on the permanent panel during the life of this agreement shall be filled by mutual agreement of the parties.

If the parties cannot mutually agree, the vacancy shall be filled by the process noted in the preceding paragraph. This arbitrator selection process shall be effective only for the duration of this agreement unless both parties mutually agree to extend such provisions.

At any time prior to the opening of an arbitration hearing, the parties may mutually agree to utilize the assistance of the Bureau of Mediation Services to attempt to mediate a resolution of the dispute.

- 6.5 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this agreement. The arbitrator shall consider and decide only the specific issue submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this agreement and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer, the Union, and the employees.
- 6.6 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.
- 6.7 The time limits in each step of this procedure may be extended by mutual agreement of the Employer and the Union.
- 6.8 It is understood by the Union and the Employer that a grievance, other than a grievance arising from a disciplinary action, may be determined by either the grievance procedure of this contract or by the provisions of the Civil Service Rules of the City of Saint Paul. If an issue is determined by this grievance procedure it shall not again be submitted for arbitration under the Civil Service Rules. If an issue is determined by the provisions of the Civil Service Rules it shall not again be submitted for arbitration under this grievance procedure.
- 6.9 The provisions of this Article 6 shall not apply to Section 3.9 of this agreement.
- 6.10 The Employer agrees to provide courtesy copies of all correspondence to the Union Business Manager or Assistant Director to the President of Local 2508. This section shall not be grievable.

ARTICLE 7 - CITY MILEAGE

7.1 **Automobile Reimbursement Authorized:** Pursuant to Chapter 33 of the Saint Paul Administrative Code, as amended, pertaining to reimbursement of City officers and employees for the use of their own automobiles in the performance of their duties, the following provisions are adopted.

7.2 **Method of Computation:** To be eligible for such reimbursement, all officers and employees must receive written authorization from the Department Head.

Type 1 - If an employee is required to use his/her own automobile OCCASIONALLY during employment, the employee shall be reimbursed at the rate of \$4.00 per day for each day the employee's vehicle is actually used in performing the duties of the employee's position. In addition, the employee shall be reimbursed \$0.20 per mile for each mile actually driven.

If such employee is required to drive an automobile during employment and the Department Head or designated representative determines that an Employer vehicle is available for the employee's use, but the employee desires to use his/her own automobile, then the employee shall be reimbursed at the rate of \$0.20 per mile driven and shall not be eligible for any per diem.

Type 2 - If an employee is required to use his/her own automobile REGULARLY during employment, the employee shall be reimbursed at the rate of \$4.00 per day for each day of work. In addition, the employee shall be reimbursed \$0.20 per mile for each mile actually driven.

If such employee is required to drive an automobile during employment and the Department Head or designated representative determines that an Employer vehicle is available for the employee's use, but the employee desires to use his/her own automobile, then the employee shall be reimbursed at the rate of \$0.20 per mile driven and shall not be eligible for any per diem. This Section 7.2 shall become effective February 1, 1994.

7.3 The City will provide parking at the Civic Center Parking Ramp for City employees on either of the above mentioned types of reimbursement plans who are required to have their personal car available for City business. Such parking will be provided only for the days the employee is required to have his or her own personal car available.

7.4 **Rules and Regulations:** The Mayor shall adopt rules and regulations governing the procedures for automobile reimbursement. Such rules and regulations shall contain the requirement that recipients shall file daily reports indicating miles driven and shall file monthly affidavits stating the number of days worked and the number of miles driven, and shall further require that they maintain automobile liability insurance in amounts of not less than \$100,000/\$300,000 for personal injury, and \$25,000 for property damage, or liability insurance in amounts not less than \$300,000 single limit coverage, with the City of Saint Paul named as an additional insured. These rules and regulations, together with the amendment thereto, shall be maintained on file with the City Clerk.

ARTICLE 8 - RESIDENCE

- 8.1 The resolution pertaining to residency approved July 26, 1979, under Council File No. 273378 shall apply to all employees covered by this agreement.

ARTICLE 9 - VACATION

- 9.1 Vacation credits shall accumulate at the rates shown below for each full hour on the payroll, excluding overtime.

Years of Service	Hours of Vacation
1st year thru 4th year	.0385 (10 days)
5th year thru 9th year	.0616 (16 days)
10th year thru 15th year	.0731 (19 days)
16th year thru 23rd year	.0885 (23 days)
24th year and thereafter	.1000 (26 days)
Effective 1/1/06	Effective 1/1/06
1st year thru 4th year	.0462 (12 days)
5th year thru 9th year	.0693 (18 days)
10th year thru 15th year	.0808 (21 days)
16th year thru 23rd year	.0962 (25 days)
24th year and thereafter	.1077 (28 days)

- 9.2 The Head of the Department may permit an employee to carry over up to one hundred and twenty (120) hours of vacation into the following "vacation year." For the purpose of this article the "vacation year" shall be the fiscal year (IRS payroll reporting year).
- 9.3 The above provisions of vacation shall be subject to the Saint Paul Salary Plan and Rates of Compensation, Section I, Sub. H., unless the contract provisions directly conflict with the Salary Plan. In such cases, the language of the contract shall supercede/replace the conflicting language of the Salary Plan.
- 9.4 For purposes of this article qualifying years of service shall be determined based on calendar years of service. This shall apply to both part-time and full time employees.

ARTICLE 10 - INSURANCE

Active Employee Insurance

- 10.1 The Employer will continue for the period of this agreement to provide for employees such health and life insurance benefits as are provided by the Employer at the time of execution of this agreement.

ARTICLE 10 - INSURANCE (Continued)

- 10.2 Effective for the January, 2005 insurance premiums, for each eligible employee covered by this agreement who is employed full-time and who selects single employee health insurance coverage provided by the Employer, the Employer agrees to contribute the 2004 single insurance contribution per month plus an amount equal to 70 % of the average increase to the single premium of all plans for 2005 [\$44.23]. Employees participating in either of the two low-cost plans shall receive, for 2005 only, an additional \$15.22 per month toward the cost of the two low-cost plans, or the full cost of the two plans, whichever is less.

For each eligible full-time employee who selects family health insurance coverage, the Employer will contribute an amount equal to 70% of the average premium of all plans per month, plus for 2005 an additional \$10.00 per month [Total is \$772.58]

- 10.3 Effective for the January, 2006 insurance premiums, for each eligible employee covered by this agreement who is employed full-time and who selects single employee health insurance coverage provided by the Employer, the Employer agrees to contribute an amount equal to the 2005 single insurance contribution per month plus an amount equal to 70 % of the average increase to the single insurance premium of all plans for 2006. For 2006 only, the Employer agrees to provide an additional \$7.26 per month for employees who select either of the two low cost plans, or the cost of the two low cost plans, whichever is less.

For each eligible full-time employee who selects family health insurance coverage, the Employer will contribute an amount equal to 70% of the average premium of all plans per month.

- 10.3(1) Effective for the January, 2007 insurance premiums, for each eligible employee covered by this agreement who is employed full-time and who selects employee health insurance coverage provided by the Employer, the Employer agrees to contribute the amount of the 2006 single contribution per month plus 70% of the average increase to the single premium of all plans for 2007. For 2007 only, the Employer agrees to provide an additional \$8.33 per month for employees who select either of the two low cost plans or the cost of the two low cost plans, whichever is less.

For each eligible full-time employee who selects family health insurance coverage, the Employer will contribute 70% of the average premium of all plans per month.

- 10.4 For the purpose of this Article, **full-time employment** is defined as appearing on the payroll an average of at least 64 hours per biweekly pay period for the twelve (12) month period preceding the annual open enrollment or special enrollments or the period preceding initial enrollment.

Three-quarter time employment is defined as appearing on the payroll an average of at least 52 hours, but less than 64 hours, per biweekly pay period for the twelve (12) month period preceding the annual open enrollment or special enrollments or the period preceding initial enrollment.

Half-time employment is defined as appearing on the payroll an average of at least 40 hours, but less than 52 hours, per biweekly pay period for the twelve (12) month period preceding the annual open enrollment or special enrollments or period preceding initial enrollment.

Part-time employees who are permanently appointed to a full-time (80 hours per biweekly pay period) position after the commencement of the plan year, shall be made eligible for the full-time benefits after they have completed at least forty hours in a monthly qualifying pay period as a full-time employee.

ARTICLE 10 - INSURANCE (Continued)

Full-time employees who are permanently appointed to a part-time (less than 80 hours per biweekly pay period) position after the commencement of the plan year shall be reduced to the benefit level applicable for the hours scheduled by the department. Such reduction shall take effect on the first month the employee does not complete a monthly qualifying pay period as a full-time employee.

- 10.5 For each eligible employee covered by this agreement who is employed half-time and who selects employee health insurance coverage, the Employer agrees to contribute fifty percent (50%) of the amount contributed for full-time employees selecting employee coverage in the same insurance plan.

For each half-time employee who selects family health insurance coverage, the Employer will contribute fifty percent (50%) of the amount contributed for full-time employees selecting family health insurance coverage in the same insurance plan.

For each eligible employee covered by this agreement who is employed three-quarter time and who selects employee health insurance coverage, the Employer agrees to contribute seventy-five percent (75%) of the amount contributed for full-time employees selecting employee coverage.

For each three-quarter time employee who selects family health insurance coverage, the Employer will contribute seventy-five percent (75%) of the amount contributed for full-time employees selecting family health insurance coverage.

- 10.6 Notwithstanding Section 10.5, employees covered by this agreement and employed half-time prior to January 1, 1986 shall receive the same health insurance contributions as full-time employees. This Section 10.6 applies only to employees who were employed half-time during the month of December, 1985 and shall continue to apply only as long as such employees remain continuously employed half-time.
- 10.7 For each eligible employee, the Employer agrees to contribute the cost of \$20,000 of life insurance.
- 10.8 The contributions indicated in this Article 10 shall be paid to the Employer's Group Health and Welfare Plan.
- 10.9 Any cost of any premium for any City offered employee or family insurance coverage in excess of the dollar amounts stated in this Article 10 shall be paid by the employee.
- 10.10 The Employer will provide a system whereby the employee's contribution toward the premiums for the employee selected health insurance coverages can be paid on a pre-tax basis while the employee is receiving taxable income through the City payroll system. Employees covered by this agreement, who are benefit eligible, will be eligible to participate in the Flexible Spending Account as offered by the Employer. The service fee charged to participating employees shall be paid by the Employer.
- 10.11 Employees covered by this agreement shall be eligible to participate in the Dependent Care Reimbursement Account offered by the Employer. The service fee charged to participating employees shall be paid by the Employer.

ARTICLE 10 - INSURANCE (Continued)

Retiree Insurance

10.12 Employees who retire must meet the following conditions at the time of retirement in order to be eligible for the Employer contributions, listed in Sections 10.13 through 10.16 below, toward a health insurance plan offered by the Employer:

- 10.12(1) Be receiving benefits from a public employee retirement act at the time of retirement, and
- 10.12(2) Have severed his/her relationship with the City of Saint Paul for reasons other than misconduct, and
- 10.12(3) Have completed at least 20 years with the City of Saint Paul or 15 years if receiving a disability pension, excluding years of service with Independent School District #625 for employees hired by or transferred to the City after March 31, 2001.

Early Retirees

10.13 This Section shall apply to full time employees who:

- 10.13(1) Retire on or after January 1, 1996, and
- 10.13(2) Were appointed on or before December 31, 1995, and
- 10.13(3) Have not attained age 65 at retirement, and
- 10.13(4) Meet the terms set forth in Section 10.12 above, and
- 10.13(5) Select a health insurance plan offered by the Employer

Until such employees reach sixty-five (65) years of age, the Employer agrees to contribute a maximum of \$350 per month toward the cost of single or family health insurance coverage. Any unused portion of the Employer's contribution shall not be paid to the retiree.

When such early retiree attains age 65, the provisions of Section 10.15 will apply.

10.14 This Section shall apply to full time employees who:

- 10.14(1) Retire on or after January 1, 1996, and
- 10.14(2) Were appointed on or after January 1, 1996, and
- 10.14(3) Have not attained age 65 at retirement, and
- 10.14(4) Meet the conditions of Section 10.12 above, and
- 10.14(5) Select a health insurance plan offered by the Employer.

Until such retirees reach sixty-five (65) years of age, the Employer agrees to contribute a maximum of \$300.00 per month toward the cost of single or family health insurance coverage. Any unused portion shall not be paid to the retiree.

When such early retiree attains age 65, the provisions of Section 10.16 shall apply. Effective January 1, 2004, Early Retirees will no longer be eligible for City paid life insurance.

ARTICLE 10 - INSURANCE (Continued)

Regular Retirees (Age 65 and over)

10.15 This Section shall apply to full time employees who:

- 10.15(1) Retire on or after January 1, 1996, and
- 10.15(2) Were appointed on or before December 31, 1995, and
- 10.15(3) Have attained age 65 at retirement, and
- 10.15(4) Meet the terms set forth in Section 10.12 above, and
- 10.15(5) Select a health insurance plan offered by the Employer

The Employer agrees to contribute a maximum of \$550.00 per month toward the premium for single or family health insurance coverage offered by the Employer to regular retirees and their dependents. Any unused portion of the Employer's contribution shall not be paid to the retiree.

This Section shall also apply to early retirees who retired under the provisions of Section 10.13 when such retirees attain age 65.

10.16 This Section shall apply to full time employees who:

- 10.16(1) Retire on or after January 1, 1996, and
- 10.16(2) Were appointed on or after January 1, 1996, and
- 10.16(3) Have attained age 65 at retirement, and
- 10.16(4) Meet the conditions of Section 10.12 above, and
- 10.16(5) Select a health insurance plan offered by the Employer.

The Employer agrees to contribute a maximum of \$300.00 per month toward the cost of single or family health insurance coverage offered to regular retirees and their dependents. Any unused portion shall not be paid to the retiree.

This Section shall also apply to early retirees who retired under the provisions of Section 10.14 when such early retirees attain age 65.

10.17 If an employee does not meet the condition of Section 10.12(3), but has completed at least ten (10) years of service with the City, he/she may purchase single or family health insurance coverage through the Employer's insurance program. The total cost of such insurance coverage shall be paid by the retiree.

10.18 A retiree may not carry his/her spouse as a dependent if such spouse is also a City retiree or City employee and eligible for and is enrolled in the City health insurance program.

10.19 **Survivor Insurance:** The surviving spouse of an employee carrying family coverage at the time of his/her death due to a job connected injury or illness which was determined to have arisen out of and in the course of his/her employment under worker's compensation law shall continue to be eligible for city contribution in the same proportions as is provided for retired employees.

In the event of the death of an early retiree or a regular retiree, the dependents of the retiree shall have the option, within thirty (30) days, to continue the current hospitalization and medical benefits which said dependents previously had, at the premium and Employer contribution accorded to the eligible deceased retiree.

ARTICLE 10 - INSURANCE (Continued)

It is further understood that coverage shall cease in the event of:

- 10.19(1) Subsequent remarriage of the surviving spouse of the deceased employee or retiree.
- 10.19(2) The employment of the surviving spouse or dependent where health insurance is obtained through a group program provided by said Employer. In this event, however, the surviving spouse or dependent shall have the right to maintain City health insurance for the first ninety (90) days of said employment.
- 10.20 Additional dependants beyond those of record at the time of retirement may not be added to the retiree's health insurance plan at City expense after retirement.
- 10.21 A retiree's participation in the City's health insurance plan must be continuous. The retiree must be participating in a City health insurance plan at the time of retirement. If a retiree chooses not to participate at the time of his/her retirement or if a retiree discontinues his/her participation at a later date, such retiree will not be eligible for any future participation or for any Employer contribution.

ARTICLE 11 - WORKING OUT OF CLASSIFICATION

- 11.1 The Employer shall avoid, whenever possible, working an employee on an out-of-class assignment for a prolonged period of time. Any employee working an out-of-class assignment for a period in excess of fifteen (15) working days during a year shall receive the rate of pay for the out-of-class assignment in a higher classification not later than the sixteenth (16th) day of such assignment.

For purposes of this Article, an out-of-class assignment is defined as an assignment of an employee to perform, on a full time basis, all of the significant duties and responsibilities of a position different from the employee's regular position, and which is in a classification higher than the classification held by such employee.

The rate of pay for an approved out-of-class assignment shall be the same rate the employee would receive if such employee received a regular appointment to the higher classification.

- 11.2 For the following classifications, the provisions of Section 11.1 shall not apply to performance of the duties of the next higher classification in the job series:

Clerk I
Clerk-Stenographer I
Clerk-Typist I
Data Entry Operator I
Zookeeper I

ARTICLE 12 - DEFERRED COMPENSATION

- 12.1 Effective 1/1/05, employees may be eligible for a deferred compensation contribution by the Employer of \$100.00. Employees who have completed twenty (20) years of service shall have a \$176.00 deferred contribution match paid by the Employer as indicated in the eligibility requirements below. Effective 1/1/06 this amount will be increased by \$100.00.

ARTICLE 12 - DEFERRED COMPENSATION (Continued)

- 12.2 Effective 1/1/05, employees with at least one year of service will be eligible for a deferred compensation match by the Employer subject to the criteria listed below.
- 12.3 Eligibility and implementation:
- a) For initial match, employees must have been employed for a minimum of one calendar year.
 - b) Employees must be a member of the bargaining unit for a minimum of one calendar year.
 - c) Employees must have made their complete contributions by December 31st of the previous calendar year.
 - d) City matches will be made by April 1 of the following year.
 - e) Employees must be on the payroll as of the date of deferred compensation match.
 - f) If an employee takes a leave of absence to serve as a full-time union official, time served in such capacity, up to six years, will be counted toward the years of service requirement.
 - g) Qualifying years of service for the 20 year rate must have been attained by 1/1 of the previous plan year

ARTICLE 13 - BULLETIN BOARDS

- 13.1 The Employer shall provide reasonable bulletin space for use by the Union in posting notices of Union business and activities. Said bulletin board space shall not be used by the Union for political purposes other than Union elections. Use of this bulletin board is subject to approval of the Department Head.

ARTICLE 14 - WAGES

- 14.1 For purposes of this contract, the wage schedule shall be **Appendix A**, attached hereto. Both parties agree that the inclusion of the classifications and salary ranges in **Appendix "A"** does not preclude the Employer from the following:

- 1. Reorganizing
- 2. Abolishing classifications
- 3. Establishing new classifications
- 4. Regrading classifications
- 5. Reclassifying positions

Both parties also agree that titles and grades in **Appendix A** refer to employees in the positions at the date of signing of the agreement. No employee in this bargaining unit shall suffer any reduction in salary because of a re-grading or reclassification during the contract period in which such re-grading or reclassification takes place.

- 14.2 Individual employees may request an audit of their position whenever the nature of the work and/or responsibilities in their position have substantially changed. When an employee has submitted a fully completed job profile to his/her supervisor requesting a classification study of their position, responsible Managers in the Department where the employee works shall have forty (40) calendar days to complete their portion of the JAQ and forward it to the Office of Human Resources. The staff of the Office of Human Resources will complete the study within fifty (50) days after the fully completed job profile is submitted to Human Resources by the employee's supervisors.

ARTICLE 14 – WAGES (Continued)

If the employer finds the employee has assumed a higher level of responsibility but does not want the employee working at that level on a permanent basis, the employer will present the employee with a written list of duties which the employee is expected to cease performing.

- 14.3 Effective 1/1/07, employees covered by this bargaining unit shall have a one year probationary period. The language of the contract shall supercede/replace any conflicting language of the Salary Plan.
- 14.4 Effective 1/1/06, step two (2) of the salary schedule (six month step) shall be abolished. All other steps shall remain intact. The language of the contract shall supercede/replace any conflicting language of the Salary Plan.

ARTICLE 15 - MAINTENANCE OF STANDARDS

- 15.1 The parties agree that all conditions of employment relating to wages, hours of work, overtime differentials, vacations and all other general working conditions shall be maintained at not less than the highest minimum standard set forth in the Civil Service Rules of the City of Saint Paul (Resolution No. 3250) and the Saint Paul Salary Plan and Rates of Compensation at the time of the signing of this agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this agreement.

ARTICLE 16 - LEAVES OF ABSENCE

- 16.1 **Leave of Absence** - After three month's employment, an employee may make application for a leave of absence not to exceed one year. A leave of absence shall be granted on the basis established in the Civil Service Rules (Resolution No. 3250).
- 16.2 **Sick Leave** - Sick leave shall accumulate at the rate of .0576 of a working hour for each full hour on the payroll, excluding overtime. Sick leave accumulation is unlimited. To be eligible for sick leave the employee must report to his/her supervisor no later than one-half hour past his/her regular scheduled starting time. The granting of sick leave shall be subject to the terms and provisions of Resolution No. 3250 of the City of Saint Paul. Effective 1/1/06 sick leave shall accumulate at the rate of .0538 for each hour on the payroll, excluding overtime.

For absences due to sickness of seven (7) or fewer calendar days, the Employer shall require a physician's certificate or additional certificates only when there is reason to suspect abuse of sick leave or to verify that an employee is fit to return to his or her position. The Employer's requirement of a certificate under this section shall not be arbitrable.

- 16.3 Any employee who has accumulated sick leave credits as provided above shall be granted leave with pay for such period of time as the Head of the Department deems necessary on account of sickness or injury of the employee, quarantine established by a public health enforcement agency, death of the employee's mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, or other person who is a member of the household and co-worker; and may be granted leave with pay for such time as is actually necessary for office visits to a doctor, dentist, optometrist, etc.

ARTICLE 16 - LEAVES OF ABSENCE (Continued)

- 16.4 **Leave Without Pay** - Any employee who engages in active service in time of war or other emergency declared by proper authority of any of the military or naval forces of the state or of the United States for which leave is not otherwise allowed by law shall be entitled to leave of absence from employment without pay during such service with right of reinstatement and subject to such conditions as are imposed by law.

Such leaves of absence as are granted under Article 17 shall conform to Minnesota Statutes, Section 192, as amended from time to time, and shall confer no additional benefits other than those granted by said statute.

- 16.5 **Jury Duty** - Employees who are required during regular working hours to appear in court as jurors or witnesses, except as a witness in their own behalf against the City, shall be paid their regular pay while so engaged, provided that any fees that employees may receive from the court for such services shall be paid to the City and be deposited with the Employer. Employees scheduled to work a shift other than the normal daytime shift, shall be rescheduled to work the normal daytime shift during such time as is required to appear in court as a juror or witness.
- 16.6 **Funeral Leave** - Any employee who has accumulated sick leave credits, as provided in the Civil Service Rules, shall be granted one day of such leave to attend the funeral of the employee's grandparent or grandchild.
- 16.7 An employee elected or appointed to a full time paid position by the exclusive representative may be granted a leave of absence without pay for not more than one year for the purpose of conducting the duties of the exclusive representative.
- 16.8 **Maternity and Parental Leave** - Pregnant employees of the City of Saint Paul shall be eligible for the use of paid sick leave and unpaid leave of absence in the same manner as any other disabled or ill City employee. Such paid sick leave eligibility shall begin upon certification by the employee's attending physician that the employee is disabled in terms of her ability to perform the duties of her position.

A twelve (12) month Parental leave of absence without pay shall be granted to a natural parent or an adoptive parent who requests such leave in conjunction with the birth or adoption of a child. Such leave may be extended an additional twelve (12) months by mutual agreement between the employee and the Employer.

Refusal on the part of the Employer to grant an extension of such leave shall not be subject to the provisions of Article 6 of this agreement.

Employees who return following such leaves of absence shall be placed in a position of equivalent salary and tenure as the one held just prior to the beginning of their leave.

ARTICLE 16 - LEAVES OF ABSENCE (Continued)

- 16.9 An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness or injury. This section applies only to personal sick leave benefits payable to the employee from the employer's general assets.

For purposes of this section, "personal sick leave benefits" means time accrued and available to an employee to be used as a result of absence from work due to personal illness or injury, but does not include short-term or long-term disability or other salary continuation benefits.

- 16.10 An employee shall be granted up to a total of sixteen (16) hours during a school year to attend school conferences or classroom activities related to the employee's child, provided the conferences or classroom activities cannot be scheduled during non-work hours.

When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the Employer. An employee shall be allowed to use vacation or compensatory time for this leave; otherwise, this leave shall be without pay.

- 16.11 **Voluntary Unpaid Leave of Absence** - A full-time employee may be granted up to 480 hours of voluntary leave of absence without pay during the fiscal year. During such leave of absence, the employee shall continue to earn and accrue vacation and sick leave, seniority credits and maintain insurance eligibility as though he or she were on the payroll.

Any leave of absence granted under this provision is subject to the approval of the Department Head.

ARTICLE 17 - MILITARY LEAVE OF ABSENCE

- 17.1 **Pay Allowance** - Any employee who shall be a member of the National Guard, the Naval Militia or any other component of the militia of the State, now or hereafter organized or constituted under state or federal law, or who shall be a member of the Officer's Reserve Corps, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve or any other reserve component of the military or naval force of the United States, now or hereafter organized or constituted under Federal law, shall be entitled to leave of absence from employment without loss of pay, seniority status, efficiency rating, vacation, sick leave or other benefits for all the time when such employee is engaged with such organization or component in training or active service ordered or authorized by proper authority pursuant to law, whether for state or federal purposes, provided that such leave shall not exceed a total of fifteen (15) days in any calendar year and, further provided that such leave shall be allowed only in case the required military or naval service is satisfactorily performed, which shall be presumed unless the contrary is established.

Such leave shall not be allowed unless the employee (1) returns to his/her position immediately upon being relieved from such military or naval service and not later than the expiration of time herein limited for such leave, or (2) is prevented from so returning by physical or mental disability or other cause not due to such employee's own fault, or (3) is required by proper authority to continue in such military or naval service beyond the time herein limited for such leave.

ARTICLE 18 - MANAGEMENT RIGHTS

- 18.1 The Union recognizes the right of the City to operate and manage its affairs in all respects in accordance with applicable laws and regulations of appropriate authorities. All rights and authority which the City has not officially abridged, delegated or modified by this agreement are retained by the City.
- 18.2 A public employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, and organizational structure and selection and direction and number of personnel.

ARTICLE 19 - SENIORITY

- 19.1 Seniority, for the purpose of this agreement, shall be defined as follows: The length of continuous, regular and probationary service with the Employer from the date an employee was first certified and appointed to a class title covered by this agreement, it being further understood that seniority is confined to the current class assignment held by an employee. In cases where two or more employees are appointed to the same class title on the same date, the seniority shall be determined by employee's rank on the eligible list from which certification was made.
- 19.2 Seniority shall terminate when an employee retires, resigns, or is discharged.
- 19.3 In the event it is determined by the Employer that it is necessary to reduce the work force, employees will be laid off by class title within each department based on inverse length of seniority as defined above.

However, when layoff occurs in any of the titles listed below under Column A, layoff shall be based on inverse length of total seniority in all titles listed on the corresponding line under Column B. The Human Resources Department will identify such least senior employee in that title in the department reducing positions, and shall notify said employee of his/her reduction from the department.

If there are any vacancies in any of the titles under Column B on which seniority was based, in any other City Department, the Human Resources Department shall place the affected employee in such vacancy. If two or more vacant positions are available, the Human Resources Department shall decide which vacant positions the affected employee shall fill. If no vacancy exists in such titles, then the least senior City employee in such titles shall be identified, and if the employee affected by the original departmental reduction is more senior, he/she shall have the right to claim that position and the least senior City employee in such titles shall be the employee laid off. For the purposes of this Article, the Board of Education is not included as a City department nor is a Board of Education employee included as a City employee.

ARTICLE 19 - SENIORITY (Continued)

Column A	Column B
Accounting Machine Operator I	Accounting Machine Operator I, Accounting Machine Operator II
Accounting Machine Operator II	Accounting Machine Operator II, Accounting Machine Operator I
Cashier I	Cashier I, Cashier II
Cashier II	Cashier II, Cashier I
Clerk I	Clerk I, Clerk II
Clerk II	Clerk I, Clerk II
Clerk-Typist I	Clerk-Typist I, Clerk-Typist II
Clerk-Typist II	Clerk-Typist II, Clerk-Typist I
Clerk-Stenographer I	Clerk-Stenographer I, Clerk-Stenographer II
Data Entry Operator I	Data Entry Operator I, Data Entry Operator II

- 19.4 In cases where there are promotional series, such as Clerk I, II, III, etc., when the number of employees in these higher titles is to be reduced, employees who have held lower titles which are in this bargaining unit will be offered reductions to the highest of these titles to which class seniority would keep them from being laid off, before layoffs are made by any class title within any department.
- 19.5 In cases where an employee to be laid off has held no regular appointment in a lower title in the same promotional series as his/her current title, that employee will be offered a reduction to the title within the bargaining unit to which he/she was regularly appointed immediately prior to his/her current title, so long as there is either a vacancy or, if no vacancy exists, a less senior employee in such title may be displaced. In cases where an employee to be laid off has held no regular appointment to any titles immediately prior to his/her current title, said employee shall be laid off.

The employee reducing into a title formerly held must satisfactorily complete a six-month probationary period in such title.

If the probationary period is not satisfactory, the employee shall, at any time during the probationary period, be reinstated to his/her former title and shall be laid off, but such employee's name will be placed on the reinstatement register in his/her former title and "bumping" rights herein shall not again apply to such employee.

This procedure will be followed by the City for City employees, and by the Board of Education for Board of Education employees; however, City employees being reduced or laid off may not displace Board of Education employees; Board of Education employees being reduced or laid off may not displace City employees.

- 19.6 It is understood that such employees will pick up their former seniority date in any class of positions which they previously held.

ARTICLE 19 - SENIORITY (Continued)

- 19.7 Recall from layoff shall be in inverse order of layoff, except that recall rights shall expire after two years of layoff.
- 19.8 Employees assigned to these divisions in the police Department: Impound Lot, Property Room, Communication Center, and/or Records, shall be allowed to bid for work shifts (i.e. midnights, days and afternoons), on the basis of seniority when a vacancy occurs within the employees' classification in their division.
- 19.9 In the event the employer believes it is necessary to merge, contract out or subcontract any public work performed by employees covered by this Agreement which may lead to layoff, the Employer will notify the Union no less than forty-five (45) calendar days in advance. During the forty-five (45) days, the Employer will meet with the Union and discuss possible options to contracting out or ways and means to minimize the elimination of positions.

ARTICLE 20 - DISCIPLINE

- 20.1 The Employer will discipline employees for just cause only.

Discipline will be in the form of:

- 20.1(1) Oral reprimand;
- 20.1(2) Written reprimand;
- 20.1(3) Suspension;
- 20.1(4) Reduction;
- 20.1(5) Discharge

- 20.2 Suspensions, reductions and discharges will be in written form.
- 20.3 Employees and the Union will receive copies of written reprimands and notices of suspension and discharge.
- 20.4 Any member of the bargaining unit may, during usual working hours, with the approval of the supervisor, review any material placed in the employee's personnel file, after first giving proper notice to the supervisor in custody of such file.
- 20.5 Discharges will be preceded by a five (5) working day preliminary suspension without pay. During said period, the employee and/or Union may request, and shall be entitled to, a meeting with the Employer representative who initiated the suspension with intent to discharge. During said five (5) working day period, the Employer may affirm, modify or withdraw the suspension and discharge.
- 20.6 An employee to be questioned concerning an investigation of disciplinary action shall have the right to request that a Union representative be present.
- 20.7 Grievances relating to this Article shall be processed in accordance with the grievance procedure under Article 6.

ARTICLE 20 - DISCIPLINE (Continued)

- 20.8 Any written reprimand made concerning any member of this Bargaining Unit which is filed with the Office of Human Resources or within any City department shall be shown to the member before it is placed on file. Before the reprimand is placed on file, the City shall request from the employee an acknowledgment, in writing, that the reprimand has been read by said employee.

ARTICLE 21 - VACANCIES

- 21.1 The Office of Human Resources will inform all departments that the department's payroll clerk shall post notices of all job vacancies in their department at least five days before submitting a requisition to the Office of Human Resources.

ARTICLE 22 - NO STRIKE - NO LOCKOUT

- 22.1 Neither the Union, its officers or agents, nor any of the employees covered by this agreement will engage in, encourage, sanction or support any strike, or the withholding in whole or in part of the full performance of their duties during the life of this agreement, except as specifically allowed by the Public Employment Labor Relations Act. In the event of a violation of this Article, the Employer will warn employees of the consequences of their action and shall instruct them to immediately return to their normal duties.

Any employee who fails to return to his/her duties within twenty-four (24) hours of such warning may be subject to the penalties provided in the Public Employment Labor Relations Act.

- 22.2 No lockout, or refusal to allow employees to perform available work, shall be instituted by the Employer and/or its appointing authorities during the life of this agreement.

ARTICLE 23 - SEVERANCE PAY

- 23.1 The Employer shall provide a severance pay program as set forth in this Article.

- 23.2 To be eligible for the severance pay program, an employee must meet the following requirements:

23.2(1) The employee must be 58 years of age or older or must be eligible for pension under the "rule of 85" or the "rule of 90" provisions of the Public Employees Retirement Association (PERA). The "rule of 85" or the "rule of 90" criteria shall also apply to employees covered by a public pension plan other than PERA.

23.2(2) The employee must be voluntarily separated from City employment or have been subject to separation by lay-off or compulsory retirement. Those employees who are discharged for cause, misconduct, inefficiency, incompetency, or any other disciplinary reason are not eligible for the City severance pay program.

ARTICLE 23 - SEVERANCE PAY (Continued)

- 23.2(3) The employee must have at least ten (10) years of consecutive service under the classified or unclassified Civil Service at the time of separation. For the purpose of this Article, employment in either the City or in the Independent School District No. 625 may be used in meeting this ten (10) year service requirement. Years of service with ISD #625 will be excluded for employees hired by or transferred to the City of St. Paul after 3/31/2001.
- 23.2(4) The employee must file with the Director of Human Resources a waiver of re -employment which will clearly indicate that by requesting severance pay, the employee waives all claims to reinstatement or re-employment (of any type), with the City or with Independent School District No. 625.
- 23.2(5) The employee must have accumulated a minimum of sixty (60) days of sick leave credits at the time of his/her separation from service.
- 23.3 If an employee requests severance pay and if the employee meets the eligibility requirements set forth above, he or she will be granted severance pay in an amount equal to one-half of the daily rate of pay for the position held by the employee on the date of separation for each day of accrued sick leave, subject to a maximum of 200 accrued sick leave days.
- 23.4 The maximum amount of money that any employee may obtain through this severance pay program is \$6,500.
- 23.5 For the purpose of this severance program, a death of an employee shall be considered as separation of employment, and if at the time of his/her death the employee would have met all of the requirements set forth above, payment of the severance pay will be made to the employee's estate or spouse.
- 23.6 For the purpose of this severance program, a transfer from the City of Saint Paul employment to Independent School District No. 625 employment is not considered a separation of employment, and such transferee shall not be eligible for the City severance program.
- 23.7 The manner of payment of such severance pay shall be made in accordance with the provisions of City Ordinance No. 11490.
- 23.8 This severance pay program shall be subject to and governed by the provisions of City Ordinance No. 11490, except in those cases where the specific provisions of this Article conflict with said ordinance, and in such cases, the provisions of this Article shall control.
- 23.9 The provisions of this Article shall be effective as of December 24, 1983.
- 23.10 Any employee hired prior to December 31, 1983 may, in any event, and upon meeting the qualifications of this Article or City Ordinance No. 11490, as amended by City Ordinance No. 16303, section 1, section 6, draw severance pay. However, an election by the employee to draw severance pay under either this Article or the ordinance shall constitute a bar to receiving severance pay from the other. Any employee hired after December 31, 1983 shall only be entitled to the benefits of this Article upon meeting the qualifications herein.

ARTICLE 23 - SEVERANCE PAY (Continued)

- 23.11 Sections 23.12 through 23.18 shall apply only to employees appointed on or after January 1, 1990 to a title covered by this agreement.
- 23.12 The Employer shall provide a severance pay program as set forth in Sections 23.13 through 23.20.
- 23.13 To be eligible for the severance pay program, an employee must meet the following requirements:
- 23.13(1) The employee must be voluntarily separated from City employment or have been subject to separation by layoff or compulsory retirement. Those employees who are discharged for cause, misconduct, inefficiency, incompetency, or any other disciplinary reason are not eligible for the City severance pay program.
 - 23.13(2) The employee must file with the Director of Human Resources a waiver of re-employment which will clearly indicate that by requesting severance pay, the employee waives all claims to reinstatement or re-employment (of any type), with the City or with Independent School District No. 625.
 - 23.13(3) The employee must have an accumulated balance of at least eighty (80) days of sick leave credits at the time of his/her separation from service.
- 23.14 If an employee requests severance pay and if the employee meets the eligibility requirements set forth above, he or she will be granted severance pay in an amount equal to one-half of the daily rate of pay for the position held by the employee on the date of separation for each day of accrued sick leave subject to a maximum as shown below based on the number of years of service in the City.

Years of Service with the City		Maximum Severance Pay
At Least	20	\$ 5,000
	21	6,000
	22	7,000
	23	8,000
	24	9,000
	25	10,000

- 23.15 For the purpose of this severance program, a death of an employee shall be considered as separation of employment, and if at the time of his/her death the employee would have met all of the requirements set forth above, payment of the severance pay shall be made to the employee's estate or spouse.
- 23.16 For the purpose of this severance program, a transfer from the City of Saint Paul employment to Independent School District No. 625 employment is not considered a separation of employment, and such transferee shall not be eligible for the City severance program.
- 23.17 The manner of payment of such severance pay shall be made in accordance with the provisions of City Ordinance No. 11490.

ARTICLE 23 - SEVERANCE PAY (Continued)

- 23.18 This severance pay program shall be subject to and governed by the provisions of City Ordinance No. 11490 except in those cases where the specific provisions of this Article conflict with said ordinance, and in such cases, the provisions of this Article shall control.
- 23.19 Notwithstanding Section 23.11, employees appointed prior to January 1, 1990 to a title covered by this agreement who meet the qualifications as defined in Sections 23.13 and 23.14, may elect to draw severance pay under the provisions of Section 23.14. However, an election by an employee to draw severance pay under Section 23.14 shall constitute a bar to drawing severance pay under any other provision set forth in this agreement.
- 23.20 Employees appointed on or after January 1, 1990 to a title covered by this agreement shall not be eligible for any severance plan provisions other than the provisions as set forth in Sections 23.11 thru 23.19.
- 23.21 General. The Employer shall provide a severance pay plan as set forth in this Article. The manner of payment of such severance pay shall be made in accordance with the provisions of City Ordinance No. 11490. This severance pay program shall be subject to and governed by the provisions of City Ordinance No. 11490 except in those cases where the specific provisions of this article conflict with said ordinance and in such cases, the provisions of this article shall control.
- 23.22 Eligibility: Effective December 31, 2007, an employee must meet the following requirements to receive a benefit under this plan. All other severance benefit plans shall be discontinued.
- (1) The employee must be voluntarily separated from City employment or have been subject to separation by layoff or compulsory retirement. Those employees who are discharged for cause, misconduct, inefficiency, incompetence, or any other disciplinary reason are not eligible for the city severance pay program. For the purpose of this severance program, a death of an employee shall be considered as separation of employment and if the employee would have met all of the requirements set forth at the time of his/her death, payment of the severance pay shall be made to the employee's estate or spouse. For the purpose of this severance program, a transfer from the City of Saint Paul employment to Independent School District No. 625 employment is considered a separation of employment, and such transferee shall be eligible for the City severance program. For the purpose of this Article, service requirements for severance eligibility will not include years of service with School District #625 for employees hired by the City or transferred to the City after March 31, 2001.
 - (2) The employee must file a waiver of re-employment with the Human Resources Director, which will clearly indicate that by requesting severance pay, the employee waives all claims to reinstatement or re-employment (of any type), with the City.
 - (3) The employee must have a minimum of 12 years of service and 600 hours of sick leave credits at the time of his/her separation of service from the City

ARTICLE 23 - SEVERANCE PAY (Continued)

- (4) If an employee requests severance pay and if the employee meets the eligibility requirements set forth above, he or she will be granted severance pay as shown below.

Minimum 12 years of service and accrued sick leave credits of:	Severance
600	\$4,000
700	\$5,000
800	\$6,000
900	\$7,000
1000	\$8,000
1100	\$9,000
1200	\$10,000
1300	\$11,000
1400	\$12,000
1500	\$13,000
1600	\$14,000
1700	\$15,000

- 23.24 For any employee who is eligible to receive severance from the City under this Article 23, the City will contribute 105% of the full amount of their severance payment to a post-employment health plan in lieu of any cash payment to the employee.

ARTICLE 24 - TEMPORARY EMPLOYEES

- 24.1 It is recognized that temporary employees are within the unit covered by this agreement, however, except as specifically provided by this agreement, temporary employees shall not have or acquire any rights or benefits other than specifically provided by the provisions of the Civil Service Rules and/or the Saint Paul Salary Plan and Rates of Compensation.

ARTICLE 25 - NONDISCRIMINATION

- 25.1 The terms and conditions of this agreement will be applied equally to employees without regard to, or discrimination for or against any individual because of race, color, creed, sex, age, disability, or because of membership or non-membership in the Union.
- 25.2 Employees will perform their duties and responsibilities in a nondiscriminatory manner as such duties and responsibilities involve other employees and the general public.
- 25.3 Any member of the bargaining unit may file a grievance or discrimination complaint and there shall be no retaliation by the City of Saint Paul for such action.

ARTICLE 26 - LEGAL SERVICES

- 26.1 Except in cases of malfeasance in office or willful or wanton neglect of duty, the Employer shall defend, save harmless and indemnify employees against tort claims or demands, whether groundless or otherwise, arising out of alleged acts or omissions occurring in the performance or scope of the employee's duties.
- 26.2 Notwithstanding Section 26.1, the Employer shall not be responsible for paying any legal service fee, or for providing any legal service arising from any legal action where the employee is the Plaintiff.

ARTICLE 27 - SICK LEAVE USAGE FOR DEPENDENT CARE

- 27.1 In the case of a serious illness or disability of a parent or household member, the Head of the Department shall grant leave with pay in order for the employee to care for or make arrangements for the care of such sick or disabled persons. Such paid leave shall be drawn from the employee's accumulated sick leave credits. Use of such sick leave shall be limited to 40 hours per incident. An employee may use sick leave for absences due to an illness of the employee's child for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave for his or her own illness. An employee may also use up to forty (40) hours per incident to arrange for the care of a seriously ill or disabled child.
- 27.2 The Head of the Department or the Human Resources Director may require a physician's certificate or additional certificates at any time during an employee's use of sick leave for the purposes stated in Section 27.1 above. All such certificates shall be forwarded by the appointing officer to the Human Resources Office.
- If an employee is absent because of the provisions of Section 27.1 for three or fewer calendar days he/she shall submit to the Head of the Department a certificate signed by the employee stating the nature of the child, parent, or household member's sickness. If the sickness continues for more than three calendar days, no further sick leave shall be granted unless or until a physician is consulted. The sick leave may be continued from and include the day of consultation, but only if a certificate signed by the physician certifying to the nature and period of the person's sickness is submitted and approved by the Head of the Department and forwarded to the Human Resources Office.
- 27.3 No sick leave shall be granted for the above reasons unless the employee reports to his/her Department Head the necessity for the absence not later than one-half hour after his/her regularly scheduled time to report for work, unless he/she can show to the satisfaction of the Department Head that the failure to report was excusable.
- 27.4 An employee shall be paid under the provisions of this paragraph only for the number of days or hours for which he/she would normally have been paid if he/she had not been on sick leave.

ARTICLE 28 - SAFETY

- 28.1 The Employer and employees shall cooperate in the enforcement of all applicable regulations for the enforcement of job safety. If an employee feels that his/her work duties or responsibilities require such employee to be in a situation that violates state safety laws or legally promulgated standards, the matter shall be immediately considered by the Employer.
- 28.2 For those employees required by the Employer to wear safety shoes or boots, the Employer agrees to contribute \$75.00 per calendar year toward the purchase of one pair of such shoes or boots and shall not be responsible for any additional cost for that year. Employees may carry over up to a total of \$150 for the purchase of shoes. Reimbursement shall be made only after investigation and approval by the immediate supervisor of the employees.
- 28.3(a) When the Employer establishes Labor/Management Safety Committees, the Union will select its' own members to participate.
- 28.3(b) When the Employer establishes Accident and Incident Review Boards, the Unions will not be required to participate.

ARTICLE 29 - UNIFORM REIMBURSEMENT

- 29.1 The size of all uniform reimbursements shall increase on the first day of each year of the contract by the same percentage amount as the general increase.
- 29.2 Employees working in the title of Animal Control Officer and who are required to wear a specified uniform shall be reimbursed for uniform items purchased up to \$393.64 per calendar year 2005; \$403.81 per calendar year 2006; \$413.57 per calendar year 2007.
- 29.3 Technical Trainees who are required to wear a specified uniform shall be reimbursed for uniform items purchased up to and \$87.48 per calendar year 2005; \$89.67 per calendar year; \$91.91 per calendar year 2007.
- 29.4 Zoo Keeper II's who are required to wear a specified uniform shall be reimbursed for uniform items purchased up to and \$382.70 per calendar year 2005; \$392.27 per calendar year 2006; \$402.07 per calendar year 2007.
- 29.5 Parking Enforcement Officers who are required to wear a specified uniform shall receive a one-time uniform reimbursement for uniform items purchased up to \$874.74 for 2005; \$896.61 per calendar year 2006; \$919.02 per calendar year 2007..
- 29.6 Meter Readers who are required to wear a specified uniform shall be reimbursed for uniform items purchased up to \$201.67 per calendar year 2005; \$206.71 per calendar year 2006; \$211.88 per calendar year 2007.
- 29.7 Maintenance Trainees shall receive a clothing reimbursement of \$283.69 per calendar year 2005; \$290.78 per calendar year 2006; \$298.05 per calendar year 2007.

ARTICLE 29 - UNIFORM REIMBURSEMENT (Continued)

- 29.8 The Employer shall provide each employee in the title of Park Concession Supervisor, Refectory Supervisor and Refectory Attendant who is required to wear a specified uniform with four (4) uniforms for full-time employees and two (2) uniforms for part-time employees. The uniform will consist of either a shirt or sweatshirt selected by the Employer.
- 29.9 Employees in the above sections of this article will be required to wear the uniform while on duty and will be responsible for the care and upkeep of their uniforms.
- 29.10 The Employer shall determine the process for the reimbursement of uniform items purchased.

ARTICLE 30 - SPECIAL EMPLOYMENT TITLES

Upon completion of 1040 working hours, excluding overtime hours, employees working in "Special Employment" titles recognized by the Bureau of Mediation Services as being appropriately included in this bargaining unit shall be eligible for benefits under this agreement on the same basis as all other employees covered by this agreement.

ARTICLE 31 - TERMS OF AGREEMENT

- 31.1 **Complete AGREEMENT and Waiver of Bargaining** - This agreement shall represent the complete agreement between the Union and the Employer. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement.
- 31.2 **Savings Clause** - This agreement is subject to the laws of the United States, the State of Minnesota, and the City of Saint Paul. In the event any provision of this agreement shall hold to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.
- 31.3 **Term of Agreement** - This agreement shall be in full force and effect from January 1, 2005 through December 31, 2007 and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing that it desires to modify or terminate this agreement. In witness whereof, the parties have caused this agreement to be executed this 22nd day of April, 2005.
(The date was handwritten in the original signature copy.)
- 31.4 This constitutes a tentative agreement between the parties which will be recommended by the Director of Human Resources, but is subject to the approval of the Administration of the City and the City Council, and is also subject to ratification by Local Union No. 2508.

ARTICLE 31 - TERMS OF AGREEMENT (Continued)

- 31.5 Retroactive pay adjustments shall apply to all employees of the bargaining unit who are active employees on the date of signing of the agreement except those who have been terminated for cause.

WITNESSES:

FOR THE CITY

Jason Schmidt
Labor Relations Manager

**LOCAL UNION NO. 2508, DISTRICT
COUNCIL NO. 14 OF THE AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES AFL-CIO**

Kurt Errickson
Business Representative

Marcella Schillinger
President

APPENDIX A

BI - WEEKLY RATES

Salary ranges to titles covered by this Agreement shall be as follows

Effective January 1, 2005 (or closest pay period) 0.0% increase
 Effective January 1, 2006 (or closest pay period) 2.5% increase
 Effective January 1, 2006 (or closest pay period) \$0.10 per hour to 20 yr and 25 yr steps
 Effective January 1, 2007 (or closest pay period) 2.5% increase
 Effective January 1, 2006, Step B is eliminated. All employees in the eliminated step on the effective date shall be moved to the next highest step.

	<u>Grade 001</u>									
	Start A	6 mos B	1yr C	2yr D	3yr E	5yr F	10 yr	15 yr	20 yr	25 yr
12/25/2004	713.05	734.37	757.94	787.14	810.73	835.41	854.47	883.31	896.14	908.99
1/7/2006	730.88		776.89	806.82	831.00	856.30	875.83	905.39	926.54	939.71
1/6/2007	749.15		796.31	826.99	851.77	877.70	897.73	928.03	957.71	971.21

	<u>Grade 002</u>									
12/25/2004	728.39	750.12	774.79	797.26	825.31	852.24	869.09	903.83	916.62	929.48
1/7/2006	746.60		794.16	817.19	845.94	873.55	890.82	926.43	947.54	960.72
1/6/2007	765.26		814.01	837.62	867.09	895.38	913.09	949.59	979.22	992.73

	<u>Grade 003</u>									
12/25/2004	742.23	762.45	789.38	815.21	844.42	869.09	890.45	920.88	933.71	946.59
1/7/2006	760.79		809.11	835.59	865.53	890.82	912.71	943.90	965.05	978.25
1/6/2007	779.81		829.34	856.48	887.17	913.09	935.53	967.50	997.18	1010.71

	<u>Grade 004</u>									
12/25/2004	753.48	778.18	801.57	830.92	859.01	890.45	907.27	940.26	953.09	965.92
1/7/2006	772.32		821.61	851.69	880.49	912.71	929.95	963.77	984.92	998.07
1/6/2007	791.62		842.15	872.99	902.50	935.53	953.20	987.86	1017.54	1031.02

Grade 04U

586A CONSERVATORY ATTENDANT

318 REFECTORY ATTENDANT

(Both Earn Benefits After 1040 Hours in Title)

	A
	(1)
12/25/2004	10.03
1/7/2006	10.28
1/6/2007	10.54

	<u>Grade 005</u>									
	Start A	6 mos B	1yr C	2yr D	3yr E	5yr F	10 yr	15 yr	20 yr	25 yr
12/25/2004	766.95	792.74	819.73	850.03	878.12	905.03	925.23	955.04	967.89	980.73
1/7/2006	786.12		840.22	871.28	900.07	927.66	948.36	978.92	1000.09	1013.25
1/6/2007	805.78		861.23	893.06	922.57	950.85	972.07	1003.39	1033.09	1046.58

APPENDIX A (CONTINUED)

<u>Grade 006</u>										
	Start A	6 mos B	1yr C	2yr D	3yr E	5yr F	10 yr	15 yr	20 yr	25 yr
12/25/2004	782.66	809.60	835.41	862.32	892.68	925.23	940.93	975.56	988.39	1001.24
1/7/2006	802.23		856.30	883.88	915.00	948.36	964.45	999.95	1021.10	1034.27
1/6/2007	822.28		877.70	905.97	937.87	972.07	988.56	1024.95	1054.63	1068.13
<u>Grade 06U</u>										
	A (1)	B (2)	C (3)	D (4)	E (5)					
12/25/2004	9.75	10.12	10.43	10.78	11.16					
1/7/2006	9.99		10.69	11.05	11.44					
1/6/2007	10.24		10.96	11.33	11.72					
<u>Grade 007</u>										
804 CLERICAL TRAINEE										
242 LABORATORY HELPER										
083A MAINTENANCE TRAINEE										
807 TRAINEE(STOREHOUSE)										
	Start A	6 mos B	1yr C	2yr D	3yr E	5yr F	10 yr	15 yr	20 yr	25 yr
12/25/2004	797.26	825.31	852.24	882.58	912.89	947.67	965.68	1001.81	1014.65	1027.46
1/7/2006	817.19		873.55	904.64	935.71	971.36	989.82	1026.86	1048.02	1061.15
1/6/2007	837.62		895.38	927.26	959.11	995.65	1014.57	1052.53	1082.22	1095.68
<u>Grade 008</u>										
084A COUNSELOR AIDE TRAINEE										
085A MANAGEMENT TRAINEE										
087A TECHNICAL TRAINEE										
12/25/2004	815.21	844.42	869.09	899.42	934.19	965.68	987.00	1023.44	1036.28	1049.12
1/7/2006	835.59		890.82	921.91	957.54	989.82	1011.68	1049.03	1070.19	1083.35
1/6/2007	856.48		913.09	944.95	981.48	1014.57	1036.97	1075.25	1104.94	1118.43
<u>Grade 009</u>										
111 CLERK I										
279B LIBRARY CLERK I										
12/25/2004	830.92	859.01	890.45	919.64	954.41	987.00	1008.33	1048.00	1060.85	1073.68
1/7/2006	851.69		912.71	942.63	978.27	1011.68	1033.54	1074.20	1095.37	1108.52
1/6/2007	872.99		935.53	966.20	1002.73	1036.97	1059.38	1101.06	1130.76	1144.24
<u>Grade 010</u>										
100 SERVICE WORKER II										
12/25/2004	850.03	878.12	905.03	937.61	967.90	1003.82	1031.30	1072.60	1085.45	1098.29
1/7/2006	871.28		927.66	961.05	992.10	1028.92	1057.08	1099.42	1120.59	1133.75
1/6/2007	893.06		950.85	985.08	1016.90	1054.64	1083.51	1126.90	1156.60	1170.09
<u>Grade 011</u>										
121 CLERK-TYPIST I										
12/25/2004	862.32	892.68	925.23	956.66	991.43	1031.30	1056.74	1095.99	1108.81	1121.64
1/7/2006	883.88		948.36	980.58	1016.22	1057.08	1083.16	1123.39	1144.53	1157.68
1/6/2007	905.97		972.07	1005.09	1041.62	1083.51	1110.24	1151.47	1181.14	1194.62

APPENDIX A (CONTINUED)

<u>Grade 012</u>										
579 DATA ENTRY OPERATOR I										
	Start A	6 mos B	1yr C	2yr D	3yr E	5yr F	10 yr	15 yr	20 yr	25 yr
12/25/2004	882.58	912.89	947.67	981.36	1016.72	1056.74	1079.78	1123.65	1136.48	1149.32
1/7/2006	904.64		971.36	1005.89	1042.14	1083.16	1106.77	1151.74	1172.89	1186.05
1/6/2007	927.26		995.65	1031.04	1068.19	1110.24	1134.44	1180.53	1210.21	1223.70
<u>Grade 013</u>										
155 DUPLICATING EQUIP OPERATOR TRAINEE										
12/25/2004	899.42	934.19	965.68	1000.44	1039.76	1084.62	1108.37	1158.18	1171.01	1183.85
1/7/2006	921.91		989.82	1025.45	1065.75	1111.74	1136.08	1187.13	1208.29	1221.45
1/6/2007	944.95		1014.57	1051.09	1092.40	1139.53	1164.48	1216.81	1246.49	1259.98
<u>Grade 014</u>										
12/25/2004	919.64	954.41	987.00	1025.21	1062.78	1107.06	1139.78	1183.48	1196.29	1209.15
1/7/2006	942.63		1011.68	1050.84	1089.35	1134.74	1168.27	1213.07	1234.20	1247.38
1/6/2007	966.20		1036.97	1077.11	1116.58	1163.10	1197.48	1243.39	1273.05	1286.56
<u>Grade 015</u>										
12/25/2004	937.61	967.90	1003.82	1045.83	1088.25	1139.78	1165.98	1214.02	1226.87	1239.68
1/7/2006	961.05		1028.92	1071.98	1115.46	1168.27	1195.13	1244.37	1265.54	1278.67
1/6/2007	985.08		1054.64	1098.78	1143.34	1197.48	1225.01	1275.48	1305.18	1318.64
<u>Grade 016</u>										
112 CLERK II										
118 CLERK-STENOGRAPHER I										
280B LIBRARY CLERK II										
329A STOREROOM ASSISTANT										
12/25/2004	958.94	994.83	1032.53	1072.47	1118.82	1165.98	1196.04	1248.56	1261.41	1274.24
1/7/2006	982.91		1058.34	1099.28	1146.79	1195.13	1225.94	1279.77	1300.95	1314.10
1/6/2007	1007.49		1084.80	1126.76	1175.46	1225.01	1256.59	1311.77	1341.47	1354.95
<u>Grade 017</u>										
267A PARKING ENFORCEMENT OFFICER										
267P PARKING ENFORCEMENT OFFICER										
12/25/2004	981.36	1016.72	1056.74	1097.97	1146.34	1197.44	1232.75	1281.77	1294.62	1307.47
1/7/2006	1005.89		1083.16	1125.42	1175.00	1227.38	1263.57	1313.81	1334.99	1348.16
1/6/2007	1031.04		1110.24	1153.55	1204.37	1258.06	1295.16	1346.66	1376.36	1389.86
<u>Grade 018</u>										
122 CLERK-TYPIST II										
480A CLERK-TYPIST II (BILINGUAL)										
12/25/2004	1000.44	1035.00	1084.62	1129.32	1176.45	1230.10	1261.55	1315.04	1327.88	1340.71
1/7/2006	1025.45		1111.74	1157.55	1205.86	1260.85	1293.09	1347.92	1369.08	1382.23
1/6/2007	1051.09		1139.53	1186.49	1236.01	1292.37	1325.42	1381.61	1411.30	1424.78

APPENDIX A (CONTINUED)

Grade 019

577 ACCOUNTING CLERK I

319 PARKING METER COLLECTOR I

	Start A	6 mos B	1yr C	2yr D	3yr E	5yr F	10 yr	15 yr	20 yr	25 yr
12/25/2004	1025.21	1062.78	1107.06	1156.80	1207.90	1261.55	1295.61	1348.26	1361.09	1373.92
1/7/2006	1050.84		1134.74	1185.72	1238.10	1293.09	1328.00	1381.97	1403.12	1416.27
1/6/2007	1077.11		1163.10	1215.36	1269.05	1325.42	1361.20	1416.52	1446.20	1459.67

Grade 020

12/25/2004	1047.04	1097.06	1141.05	1189.56	1241.88	1296.90	1332.26	1388.12	1400.95	1413.79
1/7/2006	1073.22		1169.58	1219.30	1272.93	1329.32	1365.57	1422.82	1443.97	1457.13
1/6/2007	1100.05		1198.82	1249.78	1304.75	1362.56	1399.71	1458.39	1488.07	1501.56

Grade 021

119 CLERK-STENOGRAPHER II

284B GOLF PROGRAM OUTREACH COORDINATOR

142A REFECTORY SUPERVISOR

12/25/2004	1072.47	1118.82	1165.98	1217.06	1273.31	1328.34	1365.01	1422.69	1435.54	1448.38
1/7/2006	1099.28		1195.13	1247.49	1305.14	1361.55	1399.14	1458.26	1479.43	1492.59
1/6/2007	1126.76		1225.01	1278.67	1337.77	1395.59	1434.11	1494.71	1524.41	1537.90

Grade 022

580 DATA ENTRY OPERATOR II

681 PROPERTY CLERK

438 STORES CLERK

12/25/2004	1097.97	1146.34	1197.44	1256.32	1311.29	1368.92	1406.90	1466.53	1479.39	1492.20
1/7/2006	1125.42		1227.38	1287.73	1344.07	1403.14	1442.07	1503.19	1524.37	1537.51
1/6/2007	1153.55		1258.06	1319.92	1377.67	1438.22	1478.12	1540.77	1570.48	1583.94

Grade 22P

12/25/2004	1130.57	1181.67	1234.05	1285.12	1345.32	1419.98	1478.91	1578.18	1591.02	1603.86
1/7/2006	1158.83		1264.90	1317.25	1378.95	1455.48	1515.88	1617.63	1638.80	1651.96
1/6/2007	1187.81		1296.52	1350.18	1413.43	1491.87	1553.78	1658.08	1687.77	1701.26

Grade 023

113 CLERK III

281B LIBRARY CLERK III

12/25/2004	1129.32	1176.45	1230.10	1283.84	1342.76	1399.03	1438.31	1497.09	1509.92	1522.76
1/7/2006	1157.55		1260.85	1315.94	1376.33	1434.01	1474.27	1534.52	1555.67	1568.83
1/6/2007	1186.49		1292.37	1348.83	1410.74	1469.86	1511.12	1572.88	1602.56	1616.05

Grade 024

004 ACCOUNTING CLERK II

123 CLERK - TYPIST III

300 METER READER

12/25/2004	1159.40	1211.78	1262.84	1320.45	1382.03	1440.94	1481.49	1543.61	1556.45	1569.27
1/7/2006	1188.39		1294.41	1353.46	1416.58	1476.96	1518.53	1582.20	1603.36	1616.50
1/6/2007	1218.09		1326.77	1387.30	1452.00	1513.89	1556.49	1621.76	1651.45	1664.91

APPENDIX A (CONTINUED)

Grade 025

120 CLERK - STENOGRAPHER III

381A CUSTOMER SERVICE REPRESENTATIVE

156 DUPLICATING EQUIP OPERATOR

	Start A	6 mos B	1yr C	2yr D	3yr E	5yr F	10 yr	15 yr	20 yr	25 yr
12/25/2004	1188.24	1239.29	1295.61	1351.92	1409.50	1472.38	1514.23	1578.18	1591.02	1603.86
1/7/2006	1217.95		1328.00	1385.72	1444.74	1509.19	1552.09	1617.63	1638.80	1651.96
1/6/2007	1248.39		1361.20	1420.36	1480.86	1546.92	1590.89	1658.08	1687.77	1701.26
12/25/2004	1640.98	*****								
1/7/2006	1682.00									
1/6/2007	1724.05									

***** step created due to intergovernmental transfer for Duplicating Equip Operator

Grade 25T

700A IS SYSTEMS SUPPORT SPECIALIST I

	Start (1)	6 mo (2)	1 yr (3)	1.5 yr (4)	2 yr (5)	2.5 yr (6)	3 yr (7)	3.5 yr (8)	4 yr (9)	10 yr (10)
12/25/2004	1188.24	1239.29	1295.61	1323.76	1351.92	1380.71	1409.50	1440.93	1472.38	1514.23
1/7/2006	1217.95		1328.00	1356.85	1385.72	1415.23	1444.74	1476.95	1509.19	1552.09
1/6/2007	1248.39		1361.20	1390.78	1420.36	1450.61	1480.86	1513.88	1546.92	1590.89
	15 yr (11)	20 yr (12)	25 yr (13)							
12/25/2004	1578.18	1591.02	1603.86							
1/7/2006	1617.63	1638.80	1651.96							
1/6/2007	1658.08	1687.77	1701.26							

Grade 026

320 PARKING METER COLLECTOR II

	Start A	6 mos B	1yr C	2yr D	3yr E	5yr F	10 yr	15 yr	20 yr	25 yr
12/25/2004	1221.00	1275.89	1332.26	1392.49	1455.34	1519.48	1560.09	1627.39	1640.23	1653.04
1/7/2006	1251.53		1365.57	1427.30	1491.72	1557.47	1599.09	1668.07	1689.24	1702.37
1/6/2007	1282.81		1399.71	1462.98	1529.02	1596.40	1639.07	1709.78	1739.47	1752.93

Grade 027

244B LEGAL SECRETARY

12/25/2004	1221.00	1279.87	1337.53	1399.03	1465.82	1532.59	1577.05	1644.65	1657.49	1670.34
1/7/2006	1251.53		1370.97	1434.01	1502.47	1570.90	1616.48	1685.77	1706.93	1720.10
1/6/2007	1282.81		1405.24	1469.86	1540.03	1610.18	1656.89	1727.91	1757.60	1771.10

Grade 028

434 CASHIER

433 STOREKEEPER

12/25/2004	1256.32	1311.29	1368.92	1434.37	1497.23	1566.63	1609.85	1684.50	1697.35	1710.17
1/7/2006	1287.73		1403.14	1470.23	1534.66	1605.80	1650.10	1726.61	1747.78	1760.92
1/6/2007	1319.92		1438.22	1506.98	1573.03	1645.94	1691.35	1769.78	1799.48	1812.95

APPENDIX A (CONTINUED)

Grade 28T

701A IS SYSTEMS SUPPORT SPECIALIST II

	Start (1)	6 mo (2)	1 yr (3)	1.5 yr (4)	2 yr (5)	2.5 yr (6)	3 yr (7)	3.5 yr (8)	4 yr (9)	10 yr (10)
12/25/2004	1256.32	1311.29	1368.92	1401.64	1434.37	1465.79	1497.23	1531.95	1566.63	1609.85
1/7/2006	1287.73		1403.14	1436.68	1470.23	1502.43	1534.66	1570.25	1605.80	1650.10
1/6/2007	1319.92		1438.22	1472.60	1506.98	1540.00	1573.03	1609.50	1645.94	1691.35
	15 yr (11)	20 yr (12)	25 yr (13)							
12/25/2004	1684.50	1697.35	1710.17							
1/7/2006	1726.61	1747.78	1760.92							
1/6/2007	1769.78	1799.48	1812.95							

Grade 029

045A CLERK IV

282B LIBRARY CLERK IV

423A PAYROLL CLERK

129B ZOO KEEPER

	Start A	6 mos B	1yr C	2yr D	3yr E	5yr F	10 yr	15 yr	20 yr	25 yr
12/25/2004	1286.42	1349.29	1409.50	1477.63	1544.39	1617.68	1663.55	1733.66	1746.49	1759.34
1/7/2006	1318.58		1444.74	1514.57	1583.00	1658.12	1705.14	1777.00	1798.15	1811.32
1/6/2007	1351.55		1480.86	1552.44	1622.57	1699.58	1747.77	1821.43	1851.11	1864.61

Grade 030

203A ANIMAL CONTROL OFFICER

149A PROCUREMENT SPECIALIST TRAINEE

12/25/2004	1324.45	1383.36	1446.13	1518.21	1587.57	1660.95	1706.75	1781.53	1794.36	1807.21
1/7/2006	1357.56		1482.28	1556.17	1627.26	1702.47	1749.42	1826.07	1847.22	1860.39
1/6/2007	1391.50		1519.34	1595.07	1667.94	1745.04	1793.15	1871.72	1901.40	1914.90

Grade 031

073 BUILDING PERMIT CLERK

070 CHIEF METER READER

541A HUMAN RESOURCES RECORDS CLERK

965 LICENSE CLERK

248A SECRETARY

363A TREASURY CLERK

12/25/2004	1359.72	1419.98	1486.77	1554.87	1629.49	1705.44	1753.83	1826.72	1839.55	1852.40
1/7/2006	1393.71		1523.94	1593.74	1670.23	1748.08	1797.68	1872.39	1893.54	1906.71
1/6/2007	1428.56		1562.04	1633.59	1711.98	1791.78	1842.62	1919.20	1948.88	1962.38

APPENDIX A (CONTINUED)

Grade 032

150A PROCUREMENT SPECIALIST
249A SECRETARY (STENOGRAPHER)
541 STOREROOM SUPERVISOR

	Start A	6 mos B	1yr C	2yr D	3yr E	5yr F	10 yr	15 yr	20 yr	25 yr
12/25/2004	1397.69	1464.48	1529.98	1602.01	1676.64	1755.21	1806.26	1885.18	1898.04	1910.84
1/7/2006	1432.63		1568.23	1642.06	1718.56	1799.09	1851.42	1932.31	1953.49	1966.61
1/6/2007	1468.45		1607.44	1683.11	1761.52	1844.07	1897.70	1980.62	2010.33	2023.78

Grade 033

382A CUSTOMER SERVICE SENIOR REPRESENTATIVE
157 DUPLICATING EQUIP OPR SUPERVISOR
629A LIEP PROCEDURES COORDINATOR
305A PAYROLL SYSTEM SUPERVISOR
664A SENIOR ANIMAL CONTROL OFFICER
138A VEHICLE MAINTENANCE CLERK

12/25/2004	1435.68	1505.11	1574.51	1646.49	1723.78	1806.26	1857.32	1937.00	1949.81	1962.65
1/7/2006	1471.57		1613.87	1687.65	1766.87	1851.42	1903.75	1985.43	2006.56	2019.72
1/6/2007	1508.36		1654.22	1729.84	1811.05	1897.70	1951.35	2035.06	2064.72	2078.21

Grade 034

261B COORDINATOR OF ADMINISTRATIVE SUPPORT

12/25/2004	1477.63	1544.39	1617.68	1691.04	1770.88	1857.32	1908.36	1991.51	2004.30	2017.20
1/7/2006	1514.57		1658.12	1733.32	1815.15	1903.75	1956.07	2041.30	2062.41	2075.63
1/6/2007	1552.44		1699.58	1776.65	1860.53	1951.35	2004.97	2092.33	2121.97	2135.52

Grade 035

12/25/2004	1518.21	1587.57	1660.95	1740.83	1821.97	1908.36	1962.07	2050.01	2062.84	2075.69
1/7/2006	1556.17		1702.47	1784.35	1867.52	1956.07	2011.12	2101.26	2122.41	2135.58
1/6/2007	1595.07		1745.04	1828.96	1914.21	2004.97	2061.40	2153.79	2183.47	2196.97

Grade 036

12/25/2004	1560.09	1634.75	1708.03	1790.54	1877.00	1963.39	2021.00	2109.78	2122.63	2135.44
1/7/2006	1599.09		1750.73	1835.30	1923.93	2012.47	2071.53	2162.52	2183.70	2196.83
1/6/2007	1639.07		1794.50	1881.19	1972.02	2062.79	2123.31	2216.59	2246.29	2259.75

Grade 037

12/25/2004	1603.32	1679.26	1756.52	1839.03	1926.71	2019.71	2075.94	2166.96	2179.80	2192.64
1/7/2006	1643.40		1800.43	1885.01	1974.88	2070.20	2127.84	2221.13	2242.30	2255.46
1/6/2007	1684.49		1845.44	1932.13	2024.25	2121.96	2181.03	2276.66	2306.35	2319.84

Grade 37A

276A EMPLOYMENT TESTING COORDINATOR

12/25/2004	1602.92	1679.44	1754.60	1839.13	1927.77	2055.76	2099.95	2188.68	2200.91	2213.14
1/7/2006	1642.99		1798.47	1885.11	1975.96	2107.15	2152.45	2243.40	2263.93	2276.47
1/6/2007	1684.07		1843.43	1932.24	2025.36	2159.83	2206.26	2299.48	2328.53	2341.38

APPENDIX A (CONTINUED)

	<u>Grade 038</u>									
	Start A	6 mos B	1yr C	2yr D	3yr E	5yr F	10 yr	15 yr	20 yr	25 yr
12/25/2004	1650.46	1725.04	1807.53	1892.68	1980.43	2075.94	2134.92	2226.72	2239.54	2252.40
1/7/2006	1691.72		1852.72	1940.00	2029.94	2127.84	2188.29	2282.39	2303.53	2316.71
1/6/2007	1734.01		1899.04	1988.50	2080.69	2181.03	2243.00	2339.45	2369.12	2382.63
	<u>Grade 039</u>									
12/25/2004	1697.56	1774.85	1858.62	1947.68	2038.02	2134.92	2193.82	2290.53	2303.40	2316.20
1/7/2006	1740.00		1905.09	1996.37	2088.97	2188.29	2248.67	2347.79	2368.99	2382.11
1/6/2007	1783.50		1952.71	2046.28	2141.19	2243.00	2304.88	2406.49	2436.21	2449.66
	<u>Grade 040</u>									
12/25/2004	1747.37	1828.54	1912.37	2001.32	2098.28	2200.37	2260.68	2360.98	2373.83	2386.66
1/7/2006	1791.05		1960.18	2051.35	2150.74	2255.38	2317.20	2420.00	2441.18	2454.33
1/6/2007	1835.83		2009.18	2102.64	2204.51	2311.76	2375.13	2480.50	2510.21	2523.68
	<u>Grade 041</u>									
12/25/2004	1794.48	1878.29	1968.65	2058.96	2157.17	2250.28	2326.10	2431.40	2444.25	2457.11
1/7/2006	1839.34		2017.87	2110.43	2211.10	2306.54	2384.25	2492.19	2513.36	2526.54
1/6/2007	1885.33		2068.31	2163.19	2266.38	2364.20	2443.86	2554.49	2584.19	2597.70
	<u>Grade 042</u>									
12/25/2004	1844.23	1931.96	2023.63	2119.20	2218.69	2326.10	2395.48	2497.87	2510.70	2523.53
1/7/2006	1890.34		2074.22	2172.18	2274.16	2384.25	2455.37	2560.32	2581.47	2594.62
1/6/2007	1937.59		2126.08	2226.48	2331.01	2443.86	2516.75	2624.32	2654.00	2667.48
	<u>Grade 043</u>									
12/25/2004	1899.20	1986.96	2079.90	2176.80	2281.56	2394.16	2459.69	2566.96	2579.78	2592.64
1/7/2006	1946.68		2131.90	2231.22	2338.60	2454.01	2521.18	2631.13	2652.27	2665.46
1/6/2007	1995.35		2185.19	2287.00	2397.06	2515.36	2584.21	2696.91	2726.58	2740.09
	<u>Grade 044</u>									
12/25/2004	1951.62	2045.85	2141.46	2246.24	2349.64	2460.95	2532.94	2644.05	2656.89	2669.75
1/7/2006	2000.41		2195.00	2302.40	2408.38	2522.47	2596.26	2710.15	2731.31	2744.49
1/6/2007	2050.42		2249.87	2359.96	2468.59	2585.54	2661.17	2777.91	2807.60	2821.11
	<u>Grade 045</u>									
12/25/2004	2005.30	2100.88	2201.68	2305.10	2417.73	2534.31	2607.58	2726.46	2739.27	2752.13
1/7/2006	2055.43		2256.72	2362.73	2478.17	2597.67	2672.77	2794.62	2815.75	2828.93
1/6/2007	2106.82		2313.14	2421.80	2540.13	2662.61	2739.59	2864.49	2894.15	2907.66
	<u>Grade 046</u>									
12/25/2004	2065.42	2163.91	2267.70	2374.25	2490.27	2610.33	2685.80	2808.26	2821.09	2833.89
1/7/2006	2117.06		2324.39	2433.61	2552.53	2675.59	2752.95	2878.47	2899.62	2912.74
1/6/2007	2169.98		2382.50	2494.45	2616.34	2742.48	2821.77	2950.43	2980.11	2993.56

APPENDIX A (CONTINUED)

	<u>Grade 047</u>									
	Start A	6 mos B	1yr C	2yr D	3yr E	5yr F	10 yr	15 yr	20 yr	25 yr
12/25/2004	2127.42	2228.83	2335.77	2445.48	2564.95	2688.65	2766.39	2892.49	2905.35	2918.17
1/7/2006	2180.61		2394.16	2506.62	2629.07	2755.87	2835.55	2964.80	2985.98	2999.12
1/6/2007	2235.12		2454.02	2569.28	2694.80	2824.76	2906.44	3038.92	3068.63	3082.10
	<u>Grade 048</u>									
12/25/2004	2191.22	2295.67	2405.85	2518.90	2641.90	2769.30	2849.37	2979.29	2992.10	3004.97
1/7/2006	2246.00		2466.00	2581.87	2707.95	2838.53	2920.60	3053.77	3074.90	3088.09
1/6/2007	2302.15		2527.65	2646.42	2775.65	2909.50	2993.62	3130.12	3159.78	3173.30
	<u>Grade 49</u>									
12/25/2004	2256.96	2364.57	2478.01	2594.42	2721.16	2852.42	2934.83	3068.65	3081.48	3094.33
1/7/2006	2313.38		2539.96	2659.28	2789.19	2923.73	3008.20	3145.37	3166.52	3179.69
1/6/2007	2371.22		2603.46	2725.76	2858.92	2996.82	3083.41	3224.00	3253.68	3267.18
	<u>Grade 50</u>									
12/25/2004	2324.66	2435.48	2552.34	2672.28	2802.80	2937.99	3022.87	3160.70	3173.53	3186.37
1/7/2006	2382.78		2616.15	2739.09	2872.87	3011.44	3098.44	3239.72	3260.87	3274.03
1/6/2007	2442.35		2681.55	2807.56	2944.69	3086.73	3175.90	3320.71	3350.39	3363.88

APPENDIX B - CRITICAL INCIDENT RESOLUTION PAY

MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF ST. PAUL and AFSCME CLERICAL AND TECHNICAL UNITS

This agreement is entered into by and between the City of Saint Paul, Division of Information Services and the AFSCME Clerical and Technical bargaining units (Union).

1. Employees of the Division of Information Services (IS) who are telephoned at home or paged and are subsequently requested to resolve a critical information system problem, shall be granted two hours minimum compensation either in compensatory time or pay for their efforts per incident. An incident shall begin when the telephone or page is answered and end when the problem is either resolved or further efforts are deemed futile. This means multiple calls regarding the same problem are considered one incident.
2. If the IS employee is represented by the AFSCME Clerical or Technical bargaining unit and resolution of the problem takes less than one and one half hours, the employee will be paid straight time for the two hour minimum. If the resolution of the problem takes more than one and one half hours, then the overtime provisions of the contract will apply.
3. The City and the Union agree that this language is experimental and shall not extend beyond the term of this Agreement unless both parties act affirmatively to renew or modify this clause in bargaining for the next contract.

CITY OF SAINT PAUL

LOCAL UNIONS NO. 2508 and 1842, DISTRICT
COUNCIL NO. 14 OF THE AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES LEGAL

James Vollmer
Labor Relations Specialist

Kurt Errickson, Business Agent

Jason Schmidt
Labor Relations Manager

Marcella Schillinger, President, Local 2508

Robin Madsen, President, Local 1842

APPENDIX C - COMMITMENT TO LMCHI

This letter confirms that the parties entered into the 2003-2004 agreement with the following intentions and expectations regarding the health insurance issues that face the City:

- The rising cost of health insurance is an issue of vital importance to both the City and its employees. The responsibility to contain these costs falls jointly on the City, its Unions and the employees.
- The City's Joint Labor-Management Committee on Health Insurance (LMCHI) is a longstanding forum that has successfully resolved issues of joint concern in the past.
- The parties to this letter believe the LMCHI is a forum that must continue to be supported. By signing this letter, the parties hereby renew their commitment to work in good faith on the LMCHI and support the bylaws of the committee which encourages the Administration of the City to seek a consensus recommendation from all the Unions prior to making any changes in plan design.

CITY OF SAINT PAUL

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Jason Schmidt
Labor Relations Manager
Mgmt Co-Chair of LMCHI

Marcella Schillinger, President, Local 2508

Ron Guilfoile
Risk Manager

Robin Madsen, President, Local 1842